

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release is made and entered into on May \_\_, 2025, by and between (1) Taylor Doherty, Alessandra Jimenez, Kayla Stewart, Ellie Bley and Wendy Nolasco (collectively, the “Plaintiffs” or the “Settlement Class Representatives”), individually and on behalf of the Settlement Class (as defined below), and, (2) Defendant Francesca’s Acquisition LLC (“Francesca’s” or “Defendant,” and, together with the Plaintiffs, the “Parties”), pertaining to the putative consolidated class action lawsuit captioned *Doherty, et al. v. Francesca’s Acquisitions, LLC*, Case No. 2025CH000025 (Cir. Ct. DuPage Cnty., Ill.) (the “Action”), subject to preliminary and final Court approval as required by Illinois Code of Civil Procedure, specifically in 735 ILCS 5/2-801.

This Settlement Agreement and Release, and Exhibits “A” to “D” attached hereto, are collectively referred to herein as the “Agreement” or the “Settlement Agreement.”

### **I. RECITALS**

1. On or around January 31, 2023, Francesca’s discovered a data breach through which an unauthorized third party accessed Francesca’s network and files in its computer systems, with such access having taken place from January 12 through January 31, 2023 (the “Data Breach”). Consequently, Plaintiffs’, current and former employees’, and customers’ personally identifiable information (“PII” or “Private Information”) may have been accessed.

2. On October 12, 2023, Plaintiffs Taylor Doherty, Alessandra Jimenez, and Kayla Stewart filed a class action complaint captioned *In re Francesca’s Acquisition, LLC Data Security Breach Litigation*, Case No. 4:23-cv-03881, in the United States District Court for the Southern District of Texas (the “Federal Action”) asserting claims against Francesca’s arising out of the Data Breach.

3. Plaintiffs filed their Consolidated Complaint on February 8, 2024, which added as Defendants SB360 Capital Partners, LLC, and Tiger Capital Group, LLC. Plaintiffs subsequently voluntarily dismissed SB360 Capital Partners, LLC and Tiger Capital Group, LLC on May 30, 2024.

4. Francesca’s has denied, and continues to deny, each and every allegation and all charges of wrongdoing or liability of any kind whatsoever asserted, or which could have been asserted, in this Action. Francesca’s denies that it is liable in any way for the Data Breach, or that the Settlement Class Representatives or Settlement Class Members are entitled to any relief from Francesca’s relating to the Data Breach.

5. In light of the risks, uncertainties, burden, and expense of continued litigation, the Parties now agree to settle the Action in its entirety, without any admission of fault or liability by the Parties. The Parties intend this Agreement to bind the Settlement Class Representatives, Francesca’s, and all Settlement Class Members who do not timely and properly exclude themselves from the Settlement pursuant to Paragraph 33.

6. This Agreement resulted from good faith, arm's-length settlement negotiations and informal discovery from early July 2024 through October 2024, including a full-day mediation session before mediator Bennet G. Picker, Esq. on October 17, 2024. The Parties also engaged in numerous informal discussions about possible resolution of the litigation.

7. The Settling Parties stipulated to the dismissal of the Federal Action and the re-filing of a single action in DuPage County Circuit Court, Illinois, captioned *Doherty, et al. v. Francesca's Acquisitions, LLC*, Case No. 2025CH000025 (Cir. Ct. DuPage Cnty., Ill.), for the purposes of seeking approval of the settlement, as set forth herein.

NOW THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, it is hereby stipulated and agreed by the Parties that the Action be settled, compromised, and dismissed on the merits and with prejudice as to Francesca's, subject to Court approval as required by Illinois Code of Civil Procedure, specifically in 735 ILCS 5/2-801, *et seq.*, on the terms and conditions set forth in this Agreement.

## **II. DEFINITIONS**

8. In addition to the terms defined at various point within this Agreement, the following defined terms apply throughout this Agreement:

- a. **"Attorneys' Fees and Expenses"** means such funds as may be awarded by the Court to Settlement Class Counsel to compensate Settlement Class Counsel for their reasonable fees, costs, and expenses incurred in direct connection with the Action and the Settlement, as described in Paragraphs 52 to 54 of this Agreement.
- b. **"Claims Deadline"** means the last Day for Settlement Class Members to submit a timely Claim Form, which is ninety (90) Days after the Notice Deadline.
- c. **"Claim Form"** and **"Claim"** mean the form that Settlement Class Members must submit by the Claims Deadline to be eligible for monetary relief under the terms of the Settlement, substantially in the form attached hereto as **Exhibit A** and which may be modified by agreement of the Parties to meet the requirements of the Settlement Administrator.
- d. **"Court"** means the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.
- e. **"Day"** means calendar days, inclusive of weekends and holidays, and not including the day of the act, event, or default from which the designated period of time begins to run. Further, and notwithstanding the above, when computing any period of time prescribed or allowed by this Settlement Agreement, "Days" includes the last day of the period unless it is a Saturday, a Sunday, or a federal

legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal legal holiday.

- f. **“Defendant’s Counsel”** and **“Francesca’s Counsel”** mean Cipriani & Werner, P.C.
- g. **“Effective Date”** or the date upon which this Settlement becomes “effective,” means the first business day after which all of the following events have occurred:
  - i. the Final Order and Final Judgment have been entered; and
  - ii. if reconsideration and/or appellate review is not sought from the Final Order and Final Judgment, the expiration of the time for the filing or noticing of any motion for reconsideration, appeal, petition, and/or writ; or
  - iii. if reconsideration and/or appellate review is sought from the Final Order and Final Judgment: (A) the date on which the Final Order and Final Judgment are affirmed and are no longer subject to judicial review, or (B) the date on which the motion for reconsideration, appeal, petition, or writ is dismissed or denied and the Final Order and Final Judgment are no longer subject to judicial review.

The Effective Date shall not be altered in the event the Court declines to approve, in whole or in part, the payment of Attorneys’ Fees and Expenses in the amounts that Settlement Class Counsel requests (“Fee Request”).

- h. **“Fairness Hearing”** means the hearing that is to take place after the entry of the Preliminary Approval Order and after the Notice Date for purposes of: (a) entering the Final Approval Order and Final Judgment and dismissing the Action with prejudice; (b) determining whether the Settlement should be approved as fair, reasonable, and adequate; (c) ruling upon an application for the Service Award by the Plaintiff; (d) ruling upon an application by Settlement Class Counsel for Attorneys’ Fees and Expenses; and (e) entering any final order awarding Attorneys’ Fees and Expenses and Service Award.
- i. **“Final Approval”** means the date that the Court enters an order and judgment granting final approval of the Settlement and determines the amount of the Service Award to be awarded to the Class Representatives, as well as the amount of Attorneys’ Fees and Expenses to be awarded to Settlement Class Counsel (as described in Section XI). In the event that the Court issues separate orders addressing the foregoing matters, then Final Approval means the date of the last of such orders.
- j. **“Final Order”** and **“Final Judgment”** mean the Court’s order and judgment that the Court enters upon Final Approval and dismissing the Action with prejudice.

- k. **“Long Form Notice”** means the long form notice of settlement, substantially in the form of the document attached hereto as **Exhibit B**.
- l. **“Notice”** means the Long Form Notice and Summary Notice that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement.
- m. **“Notice Date”** means the first date upon which the Notice is disseminated.
- n. **“Notice Deadline”** means the last Day set by this Agreement for issuance of Notice to the Settlement Class Members, and which is the date that is thirty (30) Days after entry of the Preliminary Approval Order.
- o. **“Notice Program”** means the plans and methods for the dissemination of the Notice provided for and agreed to in Section VII of this Agreement.
- p. **“Objection Deadline”** means the last Day on which a Settlement Class Member may file an objection to the Settlement or Fee Application, which will be forty-five (45) Days after the Notice Deadline.
- q. **“Opt-Out Deadline”** means the last Day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be forty-five (45) Days after the Notice Deadline.
- r. **“Personal Information”** and **“PII”** mean information affected by the Data Breach relating to Settlement Class Members such as names, Social Security numbers, and financial account numbers and/or credit/debit card numbers (in combination with security code, access code, password or PIN for the account).
- s. **“Preliminary Approval Order”** means the order preliminarily approving the Settlement and proposed Notice and Notice Program, in the form of the document attached to this Agreement as **Exhibit D**.
- t. **“Releasing Parties”** means the Settlement Class Representatives and all Settlement Class Members who do not timely and properly exclude themselves from the Settlement pursuant to Paragraph 33, and each of their respective heirs, assigns, beneficiaries, and successors.
- u. **“Request for Exclusion”** is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

- v. **“Service Award”** means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this litigation, which shall not exceed two-thousand dollars (\$2,000.00) per Settlement Class Representative, as approved by the Court.
- w. **“Settlement”** means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement including the exhibits hereto.
- x. **“Settlement Administrator”** means Kroll Settlement Administration LLC (“Kroll”), a company experienced in administering class action notice and claims generally and specifically those of the type provided for and made in data breach litigation.
- y. **“Settlement Administration Charges”** means all charges or costs invoiced or charged by the Settlement Administrator, including those arising from implementation of the Notice Program, dissemination of the Notice and administration of the claims and Settlement, that the Parties agree were reasonably incurred by the Settlement Administrator in carrying out the duties described in the Settlement Agreement, with such agreement not to be unreasonably withheld. Francesca’s shall pay all Settlement Administration Charges separate and apart from any funds available for payment to Settlement Class Members.
- z. **“Settlement Class”** means all individuals residing in the United States whose Personal Information was compromised in the Data Breach that is the subject of the Data Breach notice that Francesca’s sent to the Settlement Class Representatives and others in substantially the same form on or after September 25, 2023. The Settlement Class specifically excludes: (i) the Court, Court personnel, and members of their immediate families; (ii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity leading to the Data Breach or who pleads *nolo contendere* to any such charge; and (iii) owners, officers, directors, agents and/or representatives of Francesca’s and their parent entities, subsidiaries, affiliates, successors, and/or assigns, with the exception of employees and/or former employees whose Personal Information was compromised in the Data Breach that is the subject of the Data Breach notice that Francesca’s sent to the Settlement Class Representatives and others in substantially the same form on or after September 25, 2023.
- aa. **“Settlement Class Counsel”** means Cafferty Clobes Meriwether & Sprengel LLP, Siri & Glimstad LLP and Migliaccio & Rathod LLP.

- bb. **“Settlement Class Members”** means all persons or entities falling within the Settlement Class.
- cc. **“Settlement Class Representatives”** and **“Plaintiffs”** mean Taylor Doherty, Alessandra Jimenez, Kayla Stewart, Ellie Bley and Wendy Nolasco, collectively.
- dd. **“Settlement Website”** means the online website that the Settlement Administrator will establish as soon as practicable following Preliminary Approval, but prior to the commencement of the Notice Program, as a means for Settlement Class Members to obtain notice of, and information about the Settlement.
- ee. **“Summary Notice”** means the summary form notice of settlement, substantially in the form of the document attached to this Agreement as **Exhibit C**.

### **III. SETTLEMENT CLASS**

9. For settlement purposes only, the Parties agree that the Court should certify the Settlement Class pursuant to 735 ILCS 5/2-801.

10. If the Settlement Agreement, for any reason, is not finally approved or is otherwise terminated, the Parties will seek in good faith to revise the Agreement as needed to obtain Court approval, provided, however, that no party may use subsequent legal developments or other intervening events, other than the decision(s) denying or reversing approval of the Agreement, as justification for renegotiating the Settlement. Failing this, (a) the Parties will be restored to their respective places in the litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or litigant, which extension shall be subject to the decision of the Court; (b) Defendant will still bear any costs of notice and administration through the date of termination; (c) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the litigation or in any other proceeding for any purpose; (d) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement, including certification of the Settlement Class for settlement purposes only, shall be treated as vacated, *nunc pro tunc*; (e) Francesca’s will have the right to assert any and all objections and defenses to certification of a class; and (f) to the extent this Settlement Agreement does not become final, Defendant will be entitled to the return of any amounts not already incurred by the Settlement Administrator.

11. For settlement purposes only, Settlement Class Counsel shall seek, and Francesca’s shall not oppose, the appointment of Cafferty Clobes Meriwether & Sprengel LLP, Siri & Glimstad LLP and Migliaccio & Rathod LLP as Settlement Class Counsel, and the appointment of Taylor Doherty, Alessandra Jimenez, Kayla Stewart, Ellie Bley, and Wendy Nolasco as the Settlement Class Representatives. The Settlement Class Representatives will move for certification of the Settlement Class contemporaneously with their Motion for Preliminary Approval of the

Settlement. Francesca's agrees not to contest certification of the Settlement Class pursuant to the terms of this Settlement Agreement.

#### **IV. SETTLEMENT BENEFITS, TERMS, AND PROCEDURE**

12. Settlement Benefits. All Settlement Class Members who submit a valid, complete, and timely Claim Form, which is attached as **Exhibit A** to this Settlement Agreement, are eligible to receive and/or elect from the following benefits:

- a. *Compensation for Ordinary Losses:* Up to one-thousand and five-hundred dollars (\$1,500.00) for each Settlement Class Member, upon submission of a Claim and supporting documentation, for the following losses:
  - i. Out-of-pocket expenses incurred as a result of the Data Breach, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;
  - ii. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased between January 12, 2023, and the Claims Deadline;
  - iii. Up to five (5) hours of lost time, compensated at a rate of twenty-five dollars per hour (\$25.00/hour) for time spent responding to the Data Breach. Settlement Class Members may submit claims for up to five (5) hours of lost time with an attestation that they spent the claimed time responding to issues raised by the Data Breach.
- b. *Compensation for Extraordinary Losses:* Up to five-thousand dollars (\$5,000.00) for each Settlement Class Member for proven monetary loss, upon submission of a Claim and supporting documentation, if:
  - i. The loss is an actual, documented, and unreimbursed monetary loss;
  - ii. The loss was more likely than not caused by the Data Breach;
  - iii. The loss occurred between January 12, 2023, and the Claims Deadline;
  - iv. The loss is not already covered by one or more of the reimbursement categories for Ordinary Losses, described in Paragraph 12(a); and
  - v. The Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including, but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.
- c. *Alternative Cash Payment:* In the alternative to receiving compensation for Ordinary Losses and/or Extraordinary Losses, as described by Paragraphs 12(a) and 12(b), Settlement Class Members may elect to receive an Alternative Cash Payment

of fifty dollars (\$50.00), unless the Settlement Class Member resided in California at the time of the Data Breach, in which case the Settlement Class Member may elect to receive an Alternative Cash Payment of seventy-five dollars (\$75.00).

- d. *Credit Monitoring*: In addition to the benefits described in Paragraphs 12(a), 12(b) and 12(c), all Settlement Class Members are entitled to the credit monitoring services described in Paragraph 14.

13. Assessment of Claims. The Settlement Administrator shall:

- a. Verify that each person who submits a Claim Form is a Settlement Class Member;
- b. Determine, with regards to Claims for Ordinary Losses, as described in Paragraph 12(a), whether such Claims reflect (1) losses incurred as a result of the Data Breach; (2) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between January 12, 2023, and the Claims Deadline; and/or (3) time spent responding to the Data Breach;
- c. Determine, with regards to Claims for Extraordinary Losses, as described in Paragraph 12(b), whether such Claims reflect: (1) an actual, documented, and unreimbursed monetary loss; (2) that was more likely than not caused by the Data Breach; (3) that occurred between January 12, 2023 and the Claims Deadline; (4) that is not already covered by one or more of the reimbursement categories for Ordinary Losses; and (5) whether the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss;
- d. Be authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted Claim prior to making a determination as to its validity;
- e. Use best practices to determine the validity or invalidity of any Claim made by any Settlement Class Member;
- f. Be permitted to consult with Settlement Class Counsel and Francesca's Counsel with regards assessing any aspect of the validity of a Claim.

14. Credit Monitoring. All Settlement Class Members shall be eligible to receive two (2) years of credit monitoring services through Kroll at Francesca's expense, measured from the date that the credit monitoring service is activated by the Settlement Class Member. The credit monitoring services will include one-bureau credit monitoring, managed fraud assistance, a one-million dollar (\$1,000,000.00) insurance reimbursement policy, and assistance in implementing further protections, including freezing and unfreezing credit. Francesca's or the Settlement Administrator will provide an activation code for these credit monitoring services with the Class Notice. Settlement Class Members will not be required to complete a Claim Form to obtain this benefit, but rather, will merely need to enroll and activate the service using the activation code provided with the Class Notice. Settlement Class Members will be entitled to the full two (2)-years



of credit monitoring services provided by this Paragraph regardless of whether they previously took advantage of the twelve (12) months of credit monitoring offered to Settlement Class Members in Francesca's original Notice of Data Breach.

15. Business Practice Changes. Francesca's has submitted to Settlement Class Counsel a declaration attesting to additional data security procedures put in place since the Incident. None of the past or future costs associated with the development and implementation of these additional security procedures has been or will be paid by the Plaintiffs or the Settlement Class, and no portion of the funds available for payment to Settlement Class Members is to be used for this purpose. The Parties agree that Francesca's will continue to implement the additional data security procedures through December 31, 2026.

The Parties acknowledge that technical requirements for securing information are continuously changing and evolving. In the event that technological or industry developments, or intervening changes in law or business practices, render specific business practice changes obsolete or make compliance by Francesca's with them unduly burdensome, Francesca's may modify its business practices as necessary to ensure appropriate security practices are being followed. Costs associated with these business practice changes will be paid by Francesca's separate and apart from other settlement benefits.

16. Settlement Administration Charges. Francesca's shall pay for all Settlement Administration Charges, including those for all Notices required. Any payment made by Francesca's for Settlement Administration Charges will be made separate and apart from the funds available for payment to Settlement Class Members.

17. Disbursement. The Settlement Administrator shall be responsible for all disbursements of the Settlement payments.

18. Timing of Settlement Payments. Payments for approved Claims shall be issued in the form of a check mailed ("Settlement Check") and/or an electronic payment as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the Effective Date. Settlement Checks shall bear in the legend that they expire if not negotiated within one-hundred and eighty (180) days of their date of issue and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time. Upon request of a Settlement Class Member, the Settlement Administrator may re-issue a Settlement Check for up to an additional ninety (90)-Day period following the original one-hundred and eighty (180)-Day period. Any Settlement Checks reissued to Settlement Class Members shall remain valid and negotiable for ninety (90) Days following the original one-hundred and eighty (180)-Day period and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

19. Returned Checks. For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make a reasonable attempt to locate a valid address and resend the Settlement check within thirty (30) Days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address,

the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Settlement Class Member to obtain updated address information. Any replacement Settlement checks issued to Settlement Class Members shall remain valid and negotiable for ninety (90) Days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

20. Deceased Class Members. If the Settlement Administrator is notified within one-hundred and eighty (180) Days of issuing payment for a Claim that the Settlement Class Member who submitted the Claim is deceased, the Settlement Administrator is authorized to reissue the payment to the Settlement Class Member's estate upon receiving proof the Settlement Class Member is deceased and after consultation with Settlement Class Counsel and Francesca's Counsel. Any replacement Settlement Checks issued to the Settlement Class Member's estate shall remain valid and negotiable for ninety (90) Days from the date of their issuance and may thereafter automatically be canceled if not cashed within that time.

21. Submission of Electronic and Hard Copy Claims. Settlement Class Members may submit Claim Forms electronically via upload on the Settlement Website or physically, by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline to be valid.

22. Tax Obligations. Any tax determinations and obligations arising from a payment made by Francesca's to a Settlement Class Member or a Settlement Class Representative pursuant to this Agreement shall be the exclusive responsibility of the Settlement Class Member or Settlement Class Representative, respectively. Any tax determinations and obligations arising from a payment made by Francesca's to Settlement Class Counsel pursuant to this Agreement shall be the exclusive responsibility of Settlement Class Counsel.

## **V. PRELIMINARY APPROVAL**

23. Upon execution of this Agreement by the Parties, Settlement Class Counsel shall promptly move the Court to enter an Order substantially in the form of the Preliminary Approval Order. The motion for preliminary approval shall request, among other things set forth in the Preliminary Approval Order, that the Court: (i) preliminarily approve the terms of the Settlement as within the range of fair, adequate, and reasonable; (ii) provisionally certify the Settlement Class pursuant to Illinois Code of Civil Procedure, 735 ILCS 5/2-801, for settlement purposes only; (iii) approve the Notice Program set forth herein and approve the form and content of the Notice; (iv) approve the procedures set forth in Section VII of this Agreement for Settlement Class Members to exclude themselves from the Settlement Class or to object to the Settlement; (v) stay all proceedings in this matter unrelated to the Settlement pending Final Approval of the Settlement; (vi) stay and/or enjoin, pending Final Approval of the Settlement, any actions brought by Settlement Class Members concerning a Released Claim; and (vii) schedule a Fairness Hearing for a time and date convenient for the Court.

## **VI. SETTLEMENT ADMINISTRATOR**

24. The Settlement Administrator shall perform the functions specified for the Settlement Administrator in this Agreement including, but not limited to, providing E-mail Notice

and Mail Notice to Settlement Class Members, as described in Section VII of this Agreement; implementing the Notice Plan; establishing and operating the Settlement Website and a toll-free number; administering the Claims processes; and distributing payments according to this Agreement. By written agreement, the Parties may modify any non-material terms relating to the Settlement Notice process to ensure a fair and effective Notice and administration process for Settlement Class Members.

## **VII. NOTICE, OPT-OUTS, AND OBJECTIONS**

25. Upon entry of the Preliminary Approval Order, the Settlement Administrator will implement the Notice Program provided herein, using the forms of Notice approved by the Court in the Preliminary Approval Order.

26. Notice of the Settlement to the Settlement Class Members shall comply 735 ILCS 5/2-801, *et seq.*, and any other applicable statute, law, or rule, including but not limited to, the Due Process Clause of the United States Constitution.

27. Notice of the Settlement shall be provided to Settlement Class Members pursuant to the methods ordered by the Court and set forth herein.

28. No later than five (5) business days after entry of the Preliminary Approval Order, Francesca's shall provide the Settlement Administrator with the name, address, e-mail, and other contact information that Francesca's has in its possession for each Settlement Class Member.

29. Prior to the Notice Date, the Settlement Administrator shall establish the Settlement Website that will inform Settlement Class Members of the terms of this Agreement; their rights, dates and deadlines and related information, including periodic updates, a list of important dates, hyperlinked access to this Agreement, the Long Form Notice and Summary Notice, any motion seeking Final Approval of this Agreement, any motion for an award of Attorneys' Fees and Expenses and Service Award, the Preliminary Approval Order, the Claim Form, the Complaint, and such other documents as Settlement Class Counsel and Francesca's agree to post or that the Court orders posted on the Settlement Website, as set forth in the Declaration of the Settlement Administrator. The Settlement Website shall also include a toll-free number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Case Administrator directly. The Settlement Website shall remain operational until at least thirty (30) Days after the Claims Deadline. The Settlement Website shall also make the Claim Form available for download.

30. The Long Form Notice shall be in a form substantially similar to the document attached to this Agreement as **Exhibit B** and shall comport with the following:

- a. *General Terms*: The Long Form Notice shall contain a plain and concise description of the nature of the Action and the proposed Settlement, including information on the definition of the Settlement Class; the identity of Settlement Class Members; how the proposed Settlement would provide relief to Settlement Class Members; the date upon which the Fairness Hearing will occur; the address of the Settlement

Website at which Settlement Class Members may access this Agreement and other related documents and information; what claims are released under the proposed Settlement; and other relevant information.

- b. *Opt-Out Rights*: The Long Form Notice shall inform Settlement Class Members that they have the right to opt out of the Settlement. The Long Form Notice shall provide the deadlines and procedures for exercising this right.
- c. *Objection to Settlement*: The Long Form Notice shall inform Settlement Class Members of their right to object to the proposed Settlement and appear at the Fairness Hearing. The Long Form Notice shall provide the deadlines and procedures for exercising these rights.
- d. *Fees and Expenses*: The Long Form Notice shall inform Settlement Class Members of the maximum amounts to be sought by Settlement Class Counsel as Attorneys' Fees and Expenses and the individual Service Awards to Plaintiffs.
- e. *Claim Form*: The Long Form Notice shall describe the Claim Form and shall inform the Settlement Class Members of (i) the criteria to be used to determine which payment the Settlement Member may select; and (ii) that in order to claim any payment pursuant to the Settlement, the Settlement Class Member must fully complete and timely submit the Claim Form prior to the Claim Deadline.

31. The Settlement Administrator shall make available a live operator to answer calls during regular business hours.

32. Within ten (10) Days after the entry of the Preliminary Approval Order, the Parties shall coordinate with the Settlement Administrator to provide Notice pursuant to the Notice Program set forth below, with such Notice to be substantially completed no later than the Notice Deadline:

- a. The Settlement Administrator shall send the Summary Notice via U.S. Mail to all such Settlement Class Members for whom Francesca's can ascertain a mailing address from its records with reasonable effort. For any Mail Notices that are returned undeliverable with forwarding address information, the Settlement Administrator shall re-mail the Summary Notice to the updated address as indicated. For any U.S. Mailed Summary Notices that are returned undeliverable without forwarding address information, the Settlement Administrator shall use reasonable efforts to identify updated mailing addresses (such as running the mailing address through the National Change of Address Database) and (a) re-mail the Summary Notice to the extent an updated address is identified, and (b) email the Summary Notice if Francesca's has a valid email address for that Settlement Class Member. The Settlement Administrator need only make one attempt to re-mail any Summary Notices that are returned as undeliverable.

- b. On or before the Notice Date, the Long Form Notice will be published on the Settlement Website, as specified in the Preliminary Approval Order.
- c. The Internet URL address of the Settlement Website will be provided in the Long Form Notice and the Summary Notice.

33. Requesting Exclusion: Settlement Class Members may elect to exclude themselves (“opt out”) of the Settlement, relinquishing their rights to benefits hereunder. The Notice shall include a procedure for Settlement Class Members to exclude themselves from the Settlement Class by notifying the Settlement Administrator in writing of the intent to exclude himself or herself from the Settlement Class. Settlement Class Members who opt out of the Settlement will not release their claims pursuant to this Agreement. Such written notification must be postmarked no later than the Opt-Out Deadline, as specified in the Notice. The written notification must include the individual’s name and address; a statement clearly manifesting the individual’s intent to be excluded from the Settlement Class; and the individual’s signature. The Settlement Administrator shall provide the Parties with copies of all opt-out notifications, and a final list of all who have timely and validly excluded themselves from the Settlement Class, which Settlement Class Counsel may move to file under seal with the Court no later than ten (10) Days prior to the Fairness Hearing. Any Settlement Class Member who does not timely and validly exclude himself or herself shall be bound by the terms of the Settlement.

34. Objections: The Notice shall include a procedure for Settlement Class Members to object to the Settlement and/or to Settlement Class Counsel’s application for Attorneys’ Fees and Expenses. Any written objection to the Settlement must (i) be submitted to the Court by filing the written objection through the Court’s filing system, by mailing the written objection to the Clerk of Court, or by filing the written objection in person at any location of the Court; (ii) be mailed first-class postage prepaid to Settlement Class Counsel and Francesca’s counsel, and (iii) be filed or postmarked by no later than the Objection Deadline, as specified in the Notice. Any Settlement Class Member who does not timely and validly object to the Settlement shall be bound by the terms of the Settlement. For an objection to be considered by the Court, the objection must set forth:

- a. the case name and number of the Action;
- b. the objector’s full name, address, email address, and telephone number;
- c. proof that the objector is a member of the Settlement Class;
- d. an explanation of the basis upon which the objector claims to be a Settlement Class Member;
- e. all grounds for the objection, accompanied by any legal support for the objection;
- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement, the fee application, or the application for Service Award;

- g. the identity of all counsel representing the objector who will appear at the Fairness Hearing;
- h. any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between objector or objector's counsel and any other person or entity;
- i. a list of any persons who will be called to testify at the Fairness Hearing in support of the objection;
- j. a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and
- k. the objector's signature on the written objection (an attorney's signature is not sufficient).

35. Within seven (7) Days after the Notice Deadline, the Settlement Administrator shall provide Settlement Class Counsel and Francesca's with one or more affidavits confirming that the Notice Program was completed in accordance with the terms of this Agreement, the Parties' instructions, and the Court's approval. Settlement Class Counsel shall file such affidavit(s) with the Court as an exhibit to or in conjunction with Settlement Class Representatives' motion for final approval of the Settlement.

#### **VIII. FAIRNESS HEARING, FINAL APPROVAL ORDER, AND JUDGMENT**

36. Settlement Class Representatives' motion for preliminary approval of the Settlement will include a request to the Court for a scheduled date on which the Fairness Hearing will occur. The Fairness Hearing shall be scheduled no earlier than ninety (90) Days after the notices are mailed.

37. By no later than fourteen (14) Days prior to the Objection Deadline, Plaintiffs shall file a motion for Attorneys' Fees and Expenses and for Service Awards.

38. By no later than fourteen (14) Days after the Objection Deadline, Plaintiffs shall file a motion for final approval of the Settlement.

39. By no later than seven (7) Days prior to the Fairness Hearing, the Parties shall file responses, if any, to any objections, and any replies in support of final approval of the Settlement and/or Settlement Class Counsel's application for Attorneys' Fees and Expenses and for Service Awards.

40. At the Fairness Hearing, the Court will consider Settlement Class Representatives' motion for final approval of the Settlement, and Settlement Class Counsel's application for

Attorneys' Fees and Expenses and for Service Awards. In the Court's discretion, the Court also may hear argument at the Fairness Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the application for Attorneys' Fees and Expenses and for Service Award, provided the objectors filed timely objections that meet all of the requirements listed in Paragraph 34 above.

41. At or following the Fairness Hearing, the Court will determine whether to enter the Final Order and Judgment granting final approval of the Settlement, and whether to approve Settlement Class Counsel's request for Attorneys' Fees and Expenses and for Service Awards. The proposed Final Order and Judgment, in a form agreed upon by the Parties, shall, among other things:

- a. Determine that the Settlement is fair, adequate, and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice provided satisfied Due Process requirements;
- d. Dismiss the Action with prejudice;
- e. Bar and enjoin the Releasing Parties from asserting any of the Released Claims, including during the pendency of any appeal from the Final Approval Order;
- f. Release Francesca's and the Released Parties from the Released Claims, as set forth in Section X; and
- g. Reserve the Court's continuing and exclusive jurisdiction over Francesca's and all Settlement Class Members (including all objectors) to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

## **IX. SETTLEMENT ADMINISTRATION**

42. The Settlement Administrator shall administer and calculate the Claims submitted by Settlement Class Members and give reports to Settlement Class Counsel and Francesca's as to both Claims and distributions. Settlement Class Counsel and Francesca's have the right to review and obtain supporting documentation and challenge those reports if they believe them to be inaccurate or inadequate. All Settlement Claims agreed to be paid in full or in part by Francesca's shall be deemed valid up to the amount paid.

43. Within thirty (30) Days after the Settlement Administrator has received all Claims and made a final determination as to the amount to be paid for all approved Claims, the Court has approved distribution of the settlement payments and benefits, and neither party maintains any challenge to payment of any Claim, the Settlement Administrator will notify Francesca's in writing of the dollar amount necessary to pay all approved Claims, as calculated consistent with Paragraph

12, above. Francesca's will submit such amount to the Settlement Administrator within thirty (30) Days of such written notification, provided however, that Francesca's shall not be required to submit such amount to the Settlement Administrator before fourteen (14) Days after the Effective Date.

44. All Settlement Class Members who fail to submit a valid and timely Claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein, and the Judgment.

45. No person shall have any claim against the Settlement Administrator, Released Persons, Settlement Class Counsel, Francesca's, Francesca's Counsel, and/or the Settlement Class Representatives based on distributions of benefits to Settlement Class Members.

## **X. RELEASES**

46. As of the Effective Date, the Releasing Parties, each on behalf of themselves individually and on behalf of their respective heirs, assigns, beneficiaries, and successors, shall automatically be deemed to have fully and irrevocably released and forever discharged Francesca's, and each of its present and former parents, subsidiaries, successors, assigns, insurers, and subrogees, and the present and former directors, officers, employees, agents, members, managers, attorneys, successors, assigns, insurers, and subrogees of each (collectively the "Released Parties"), of and from any claim, liability, right, demand, suit, matter, obligation, damage, including consequential damages, losses or costs, liquidated damages, statutory damages, punitive damages, attorneys' fees and costs, actions or causes of action of every kind and description, whether known or unknown, and whether in law, in equity, for administrative relief, or otherwise, that the Releasing Persons had, have, or may have against Defendant and/or the Released Persons that were or could have been alleged in the Action, based upon the facts alleged in Plaintiffs' Complaint including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of (1) the alleged unauthorized access to, theft, exposure, or disclosure of Settlement Class Members' Personal Information; (2) the maintenance and storage of Settlement Class Members' Personal Information; (3) Defendant's information security policies and practices; (4) Defendant's notice of the Data Breach to any Settlement Class Member; and (5) policies and procedures otherwise related to the Data Breach (the "Released Claims"). As part of the release, Plaintiff and Settlement Class Members agree to waive (i) the provisions of California Civil Code § 1542, which provides that a general release does not extend to claims that the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor; and (ii) any law of any state or



territory of the United States that is similar, comparable, or equivalent to California Civil Code § 1542.

47. For the avoidance of doubt, and without in any way limiting the preceding Paragraph, the Released Claims include any claims that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States; causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, breach of contract, breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the constitutions of the United States or of any states in the United States; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief. The Released Claims do not include any claims arising from or relating to any conduct by Francesca's after the date the Agreement is executed.

48. As of the Effective Date, the Releasing Parties will be deemed to have completely released and forever discharged the Released Parties and Settlement Class Counsel from any and all liabilities, claims, cross-claims, causes of action, rights, actions, suits, debts, liens, contracts, agreements, damages, costs, attorneys' fees, losses, expenses, obligations, or demands, of any kind whatsoever, whether known or unknown, existing or potential, or suspected or unsuspected, whether raised by claim, counterclaim, setoff, or otherwise, including any known or unknown claims, which they have or may claim now or in the future to have, relating to the institution, prosecution, or settlement of the Action.

49. This Agreement shall be the sole and exclusive remedy for any and all Released Claims of the Settlement Class Members. Upon entry of the Final Judgment, the Releasing Parties shall be enjoined from prosecuting any claim they have released in the preceding Paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

## **XI. ATTORNEYS' FEES AND SERVICE AWARD**

50. Service Awards. Settlement Class Counsel will ask the Court to approve, and Francesca's will not oppose, a service award not to exceed two-thousand dollars (\$2,000.00) for each Settlement Class Representative, intended to compensate them for their efforts in the litigation and commitment on behalf of the Settlement Class. The application for the Service Award will be filed no later than fourteen (14) Days after the Objection Deadline. Any payment made by Francesca's for the Service Award will be made separate and apart from the funds available for payment to Settlement Class Members.

51. Payment of the Service Award. The payment of the Service Award shall be made via wire to Cafferty Clobes Meriwether & Sprengel LLP's IOLTA account within fourteen (14) Days of the Effective Date. After the Service Award has been wired into this account, Settlement Class Counsel shall be solely responsible for allocating such Service Award and issuing any documentation required for tax purposes, and Francesca's and the Settlement Administrator shall have no responsibility for distribution of the Service Award to the Settlement Class Representative.

52. Attorneys' Fees and Expenses. Settlement Class Counsel will make their application for Attorneys' Fees and Expenses no later than fourteen (14) Days prior to the Objection Deadline. Settlement Class Counsel agree not to seek an award of Attorneys' Fees and Expenses in excess of three-hundred and fifty-thousand dollars (\$350,000.00), and in no event will Francesca's be required to pay Settlement Class Counsel more than three-hundred and fifty-thousand dollars (\$350,000.00). Francesca's agrees not to oppose the request if the total amount requested does not exceed three-hundred and fifty-thousand dollars (\$350,000.00). Any payment made by Francesca's for Attorneys' Fees and Expenses will be made separate and apart from the funds available for payment to Settlement Class Members.

53. Payment of the Attorneys' Fees and Expenses. The payment of the Attorneys' Fees and Expenses shall be made via wire to Cafferty Clobes Meriwether & Sprengel LLP within fourteen (14) Days of the Effective Date. After payment of Attorneys' Fees and Expenses have been wired into this account, Settlement Class Counsel shall be solely responsible for allocating the Attorneys' Fees and Expenses, and Francesca's and the Settlement Administrator shall have no responsibility for distribution of the Attorneys' Fees and Expenses.

54. In the event the Court declines to approve, in whole or in part, the payment of Attorneys' Fees and Expenses or Service Award in the amounts that Settlement Class Counsel requests, the remaining provisions of this Agreement shall remain in full force and effect. The finality or effectiveness of the Settlement will not be dependent on the Court awarding to Settlement Class Counsel any particular amount on their fee request, or to Class Representative the Service Award, and shall not alter the Effective Date. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of Attorneys' Fees and Expenses or Service Award shall constitute grounds for cancellation of, termination of, or withdrawal from this Agreement.

## **XII. NO ADMISSION OF LIABILITY**

55. Settlement Class Counsel and Settlement Class Representatives believe that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement; the likelihood that class members would not pursue individual litigation to protect their privacy interests and to seek redress for violations of their interests, particularly considering the costs of pursuing such litigation; the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, including certification of a class and upholding certification on appeal; the delay in providing benefits to the class in the event that this litigation was not settled; and the likelihood of success on the merits of the Action. Settlement Class Counsel and Settlement Class Representatives have concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

56. The Parties understand and acknowledge that this Agreement constitutes a settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

57. Francesca's disputes the claims alleged in the Action and does not, by this Agreement or otherwise, admit any liability or wrongdoing of any kind. Francesca's has agreed to enter into this Agreement solely to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.

58. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Settlement Class Representatives or Settlement Class Members, or of any claims, rights, objections, and defenses, including objections to jurisdiction, of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission, or wrongdoing or liability, of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency or other tribunal.

## **XIII. MISCELLANEOUS**

59. Recitals. The Parties agree that the recitals are contractual in nature and form a material part of this Agreement.

60. Singular and Plurals. As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

61. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

62. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

63. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

64. Extensions of Time. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

65. Integration. This Agreement (along with any Exhibits attached hereto) constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

66. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

67. Governing Law. The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Illinois, without regard to the principles thereof regarding choice of law.

68. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.

69. Jurisdiction. The Court shall retain jurisdiction over the interpretation, implementation, enforcement, and performance of this Agreement, and shall have exclusive

jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

70. Notices. All notices to Settlement Class Counsel provided for herein shall be sent by overnight mail to:

Cafferty Clobes Meriwether & Sprengel LLP  
135 S. Lasalle Street. Suite 3210  
Chicago, IL 60603

Siri & Glimstad LLP  
745 Fifth Avenue Ste 500  
New York, NY 10151

Migliaccio & Rathod LLP  
412 H Street NE  
Washington DC 20002

All notices to Francesca's provided for herein shall be sent by overnight mail and email to:

Cipriani & Werner, P.C.  
450 Sentry Parkway, Suite 200  
Blue Bell, PA 19422

71. The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

72. Authority. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

73. No Construction Against Drafter. This Agreement shall be deemed to have been drafted by the Parties and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

74. Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this document.

75. The Parties believe that this Agreement is a fair, adequate, and reasonable settlement of the Action, and they have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, present and potential.

IN WITNESS WHEREOF, the Parties hereto, and intending to be legally bound hereby, have duly executed this Agreement as of the date first set forth above.

AGREED TO AND ACCEPTED:

74. Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this document.

75. The Parties believe that this Agreement is a fair, adequate, and reasonable settlement of the Action, and they have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, present and potential.

IN WITNESS WHEREOF, the Parties hereto, and intending to be legally bound hereby, have duly executed this Agreement as of the date first set forth above.

AGREED TO AND ACCEPTED:

|                |       |
|----------------|-------|
| _____          | _____ |
| Taylor Doherty | Date  |

|                    |       |
|--------------------|-------|
| _____              | _____ |
| Alessandra Jimenez | Date  |

|               |       |
|---------------|-------|
| _____         | _____ |
| Kayla Stewart | Date  |

|            |       |
|------------|-------|
| _____      | _____ |
| Ellie Bley | Date  |

|                      |            |
|----------------------|------------|
| <i>Wendy Nolasco</i> | 06/10/2025 |
| _____                | _____      |
| Wendy Nolasco        | Date       |

|       |       |
|-------|-------|
| _____ | _____ |
|-------|-------|

|  |                    |
|--|--------------------|
| Taylor Doherty   | Date               |
| Alessandra Jimenez   | Date               |
| Kayla Stewart  | Date               |
|   | 06/10/2025         |
| Ellie Bley   | Date               |
| Wendy Nolasco  | Date               |
| <br>Cafferty Clobes Meriwether & Sprengel LLP | 06/11/2025<br>Date |
| Siri & Glimstad LLP  | Date               |
| Migliaccio & Rathod LLP  | Date               |
| <br>Francesca's Acquisition, LLC              | 6/14/2025<br>Date  |



Cafferty Clobes Meriwether & Sprengel LLP

Date

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Siri & Glimstad LLP

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Date

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*Jason Rathod*

06/10/2025

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Migliaccio & Rathod LLP

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Date

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*Francesca's Acquisition, LLC*

Francesca's Acquisition, LLC

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6/14/2025

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Date



Taylor Doherty

06 / 11 / 2025

Date



Alessandra Jimenez

06 / 12 / 2025

Date



Kayla Stewart

06 / 10 / 2025

Date

Ellie Bley

Date

Wendy Nolasco

Date

Cafferty Clobes Meriwether & Sprengel LLP

Date



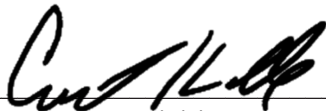
Siri & Olimstad LLP

06 / 12 / 2025

Date

Migliaccio & Rathod LLP

Date



Francesca's Acquisition, LLC

6/14/2025

Date

# **EXHIBIT A**

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Your Claim must  
be submitted  
online or  
postmarked by:

<<Claims  
Deadline>>

**CLAIM FORM FOR FRANCESCA'S DATA BREACH ACTION**

*Doherty, et al. v. Francesca's Acquisitions, LLC*

*Case No. 2025CH000025*

Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois

FRANCESCA'S  
C

**GENERAL INSTRUCTIONS**

You are a Settlement Class Member if you are an individual residing in the United States whose Personal Information was compromised in the Data Breach that is the subject of the notice that Francesca's sent on or after September 25, 2023. You may submit a Claim for a Settlement benefit, outlined below.

Please refer to the Settlement Website, [www.Website.com](http://www.Website.com), for more information on submitting a Claim Form.

**To receive a Settlement benefit from this Settlement via an electronic payment, you must submit the below Claim Form electronically at [www.Website.com](http://www.Website.com) by <<Claims Deadline>>.**

This Claim Form may also be mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

<Mailing Caption>

c/o Kroll Settlement Administration LLC

P.O. Box XXXX

New York, NY 10150-XXXX

**Settlement Class Members under the Settlement Agreement will be eligible to receive one or more of the following:**

- ❖ **Compensation for Ordinary Losses:** All Settlement Class Members who submit a valid and timely Claim Form may make a Claim for **up to \$1,500** of documented losses resulting from the Data Breach;
- ❖ **Compensation for Lost Time:** All Settlement Class Members who submit a valid and timely Claim Form may file a claim for reimbursement of up to five hours of lost time at a rate of \$25 per hour for time spent addressing the Data Breach. Such Claims are subject to the \$1,500 Ordinary Losses cap set forth above;

**AND**

- ❖ **Compensation for Extraordinary Losses:** All Settlement Class Members **up to \$5,000** for each Settlement Class Member for proven monetary loss, **upon submission of a Claim and supporting documentation;**

**OR**

- ❖ **Alternative Cash Payment:** Instead of receiving compensation for Ordinary Losses, Lost Time, and/or Extraordinary Losses, Settlement Class Members may elect to receive an Alternative Cash Payment of **\$50**, unless the Settlement Class Member resided in California at the time of the Data Breach, in which case the Settlement Class Member may elect to receive an Alternative Cash Payment of **\$75**.

**In addition to the benefits above, Settlement Class Members will receive:**

- ❖ **Credit Monitoring** – Settlement Class Members may accept **two (2) years of three bureau credit monitoring services**. **You do not need to submit a Claim Form to receive this benefit.**

The Settlement Administrator will provide an activation code for these credit monitoring services. Settlement Class Members will not be required to complete a Claim Form to obtain this benefit, but rather, need only enroll and activate the service using the activation code provided with the Summary Notice.

Questions? Go to [www.Website.com](http://www.Website.com) or call toll-free (XXX) XXX-XXXX.

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## I. PAYMENT SELECTION

To receive your Settlement benefit through electronic transfer, please visit the Settlement Website and timely file your Claim Form. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

## II. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

@

Email Address:

## III. PROOF OF DATA BREACH SETTLEMENT CLASS MEMBERSHIP

☐

Check this box to certify you are an individual residing in the United States whose Personal Information was compromised in the Data Breach that is the subject of the Data Breach notice that Francesca's sent to the Settlement Class Representatives and others in substantially the same form on or after September 25, 2023.

Enter the Class Member ID Number provided on your Class Notice:

Class Member ID: 0 0 0 0 0 \_\_\_\_\_

## IV. ALTERNATIVE CASH PAYMENT

Instead of receiving compensation for Ordinary Losses and/or Extraordinary Losses, Settlement Class Members may elect to receive an Alternative Cash Payment of \$50. If You resided in California at the time of the Data Breach, you may receive a Cash Payment of \$75.

☐ Yes, I choose a \$50 Alternative Cash Payment. **You may not submit a Claim for Ordinary or Extraordinary Losses below.**

☐ Yes, I choose a \$75 Alternative Cash Payment and affirm I resided in California at the time of the Data Breach. **You may not choose compensation for Ordinary Losses or compensation for Extraordinary Losses below.**

Please confirm the California address resided in between January 12, 2023 and **XXXXXX XX, XXXX.**

Questions? Go to [www.Website.com](http://www.Website.com) or call toll-free **(XXX) XXX-XXXX.**

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## V. COMPENSATION FOR ORDINARY LOSSES AND LOST TIME

All Settlement Class Members who submit a valid, complete, and timely Claim Form may make a Claim for up to \$1,500 for each Settlement Class Member, upon submission supporting documentation, for the following losses:

- i. Out-of-pocket expenses incurred as a result of the Data Breach, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;
- ii. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased between January 12, 2023, and **the Claims Deadline**;
- iii. Up to five (5) hours of lost time, compensated at a rate of twenty-five dollars per hour \$25 for time spent responding to the Data Breach. Settlement Class Members may submit claims for up to five (5) hours of lost time with an attestation that they spent the claimed time responding to issues raised by the Data Breach.

Documentation supporting Ordinary Losses can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents the costs incurred. “Self-prepared” documents, such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

**You must have documented Ordinary Losses incurred as a result of the Data Breach and submit documentation to obtain reimbursement for Ordinary Losses.**

### Lost Time

- ☐ Check this box if you are seeking reimbursement for actual time spent dealing with the Data Breach. You must have spent at least one full hour. You may claim up to 5 hours at \$25.00 per hour.

Time claimed (check one):

☐ 1 hour (\$25.00) ☐ 2 hours (\$50.00) ☐ 3 hours (\$75.00) ☐ 4 hours (\$100.00) ☐ 5 hours (\$125.00)

Brief description of how you spent this time: \_\_\_\_\_

### Documented Losses

- ☐ I have attached documentation showing that the documented Ordinary Losses were more likely than not caused by the Data Breach. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

| Cost Type<br>(Fill all that apply)         | Approximate Date of Documented Ordinary Loss | Amount of Documented Ordinary Loss | Description of Supporting Reasonable Documentation<br>(Identify what you are attaching and why) |
|--|--|------------------------------------|---|
| Example: Identity Theft Protection Service | 0 7/17/2 0<br>(mm/dd/yy)                     | \$50.00                            | Copy of identity theft protection service bill  |
|  | ____/____/____<br>(mm/dd/yy)                 | \$_____.                           |   |

Questions? Go to [www.Website.com](http://www.Website.com) or call toll-free (XXX) XXX-XXXX.

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| Cost Type<br>(Fill all that apply) | Approximate Date of Documented Ordinary Loss | Amount of Documented Ordinary Loss | Description of Supporting Reasonable Documentation<br>(Identify what you are attaching and why) |
|------------------------------------|--|------------------------------------|---|
|                                    | ____/____/____<br>(mm/dd/yy)                 | \$ _____.                          |   |
|                                    | ____/____/____<br>(mm/dd/yy)                 | \$ _____.                          |   |

## VI. COMPENSATION FOR EXTRAORDINARY LOSSES

All Settlement Class Members up to \$5,000 for each Settlement Class Member for proven monetary loss, upon submission of a Claim and supporting documentation, if:

- The loss is an actual, documented, and unreimbursed monetary loss;
- The loss was more likely than not caused by the Data Breach;
- The loss occurred between January 12, 2023, and the **Claims Deadline**;
- The loss is not already covered by one or more of the reimbursement categories for Ordinary Losses, described under the Ordinary Losses; and
- You made reasonable efforts to avoid, or seek reimbursement for, the loss, including, but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

Documentation supporting Extraordinary Losses can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents the unreimbursed cost, loss, or expenditure incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

**You must have documented Extraordinary Losses incurred as a result of the Data Breach and submit documentation to obtain this benefit.**

- ☐ I have attached documentation showing that the documented Extraordinary Losses were more likely than not caused by the Data Breach. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

| Cost Type<br>(Fill all that apply)         | Approximate Date of Documented Extraordinary Losses | Amount of Documented Extraordinary Losses | Description of Supporting Reasonable Documentation<br>(Identify what you are attaching and why) |
|--|---|---|---|
| Example: Identity Theft Protection Service | 0 7/17/2 0<br>(mm/dd/yy)                            | \$50.00                                   | Copy of identity theft protection service bill  |
|  | ____/____/____<br>(mm/dd/yy)                        | \$ _____.                                 |   |

Questions? Go to [www.Website.com](http://www.Website.com) or call toll-free (XXX) XXX-XXXX.

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| Cost Type<br>(Fill all that apply) | Approximate Date of Documented Extraordinary Losses | Amount of Documented Extraordinary Losses | Description of Supporting Reasonable Documentation<br>(Identify what you are attaching and why) |
|------------------------------------|---|---|---|
|                                    | ____/____/____<br>(mm/dd/yy)                        | \$_____.                                  |   |
|                                    | ____/____/____<br>(mm/dd/yy)                        | \$_____.                                  |   |

## VII. CREDIT MONITORING

Settlement Class Members may submit a Claim to accept two (2) years of three bureau credit monitoring services. **You do not need to submit a Claim to receive this benefit.**

## VIII. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

\_\_\_\_\_  
Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

Questions? Go to [www.Website.com](http://www.Website.com) or call toll-free (XXX) XXX-XXXX.

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\*Page 5 of 6\*

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# **EXHIBIT B**

# **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois

*Doherty, et al. v. Francesca's Acquisitions, LLC*  
Case No. 2025CH000025

**A Court has authorized this Long Form Notice ("Notice"). This is not a solicitation from a lawyer.**

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**If You Are an Individual Residing in the United States Whose Personal Information Was Compromised in the Data Breach That is the Subject of the Data Breach Notice That Francesca's Sent to the Settlement Class Representatives and Others in Substantially the Same Form on or after September 25, 2023, You Are Eligible to Receive a Benefit from a Class Action Settlement**

---

A Court authorized this Notice, to those that are eligible to receive Settlement benefits from a proposed class action Settlement. The Action is titled *Doherty, et al. v. Francesca's Acquisitions, LLC*, Case No. 2025CH000025 and is pending in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois. The people that filed the class action lawsuit are called Plaintiffs or Settlement Class Representatives and the company they sued is Francesca's Acquisition LLC (Defendant or Francesca's). Francesca's denies any wrongdoing whatsoever.

## **Who is a Settlement Class Member?**

All individuals residing in the United States whose Personal Information was compromised in the Data Breach that is the subject of the Data Breach notice that Francesca's sent to the Settlement Class Representatives and others in substantially the same form on or after September 25, 2023.

The Settlement Class specifically excludes: (i) the Court, Court personnel, and members of their immediate families; (ii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity leading to the Data Breach or who pleads *nolo contendere* to any such charge; (iii) any Settlement Class Members that timely and validly exclude themselves from the Settlement and (iv) owners, officers, directors, agents and/or representatives of Francesca's and their parent entities, subsidiaries, affiliates, successors, and/or assigns, with the exception of employees and/or former employees whose Personal Information (PII) was compromised in the Data Breach that is the subject of the Data Breach notice that Francesca's sent to the Settlement Class Representatives and others in substantially the same form on or after September 25, 2023.

**Settlement Class Members under the Settlement Agreement will be eligible to receive one or more of the following:**

- ❖ **Compensation for Ordinary Losses:** All Settlement Class Members who submit a valid, complete, and timely Claim Form may make a Claim for **up to \$1,500** of documented losses resulting from the Data Breach;
- ❖ **Compensation for Lost Time:** All Settlement Class Members who submit a valid, complete, and timely Claim Form may file a claim for reimbursement of up to five

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

hours of lost time at a rate of \$25 per hour for time spent by the Settlement Class Member addressing the Data Breach, with such Claims being subject to the \$1,500 Ordinary Losses cap set forth above;

**AND**

- ❖ **Compensation for Extraordinary Losses:** All Settlement Class Members **up to \$5,000** for each Settlement Class Member for proven monetary loss, **upon submission of a Claim and supporting documentation**;

**OR**

- ❖ **Alternative Cash Payment:** Instead of receiving compensation for Ordinary Losses, Lost Time, and/or Extraordinary Losses, Settlement Class Members may elect to receive an Alternative Cash Payment of **\$50**, unless the Settlement Class Member resided in California at the time of the Data Breach, in which case the Settlement Class Member may elect to receive an Alternative Cash Payment of \$75.

**In addition to the benefits above, Settlement Class Members will receive the following:**

- ❖ **Credit Monitoring** – Settlement Class Members may accept **two (2) years of three bureau credit monitoring services**. You **do not** need to submit a Claim Form to receive this benefit.

The Settlement Administrator will provide an activation code for these credit monitoring services with the Summary Notice. Settlement Class Members will not be required to complete a Claim Form to obtain this benefit, but rather, will merely need to enroll and activate the service using the activation code provided with the Summary Notice.

- To obtain more information visit [www.website.com](http://www.website.com) or call **(XXX) XXX-XXXX**.

**Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

|   | <b>Summary of Legal Rights</b>   | <b>Deadline(s)</b>  |
|---|--|---|
| <b>Submit a Claim Form</b>                                    | The only way to receive a Settlement benefit from the Settlement.  | Submitted or postmarked on or before <b>&lt;&lt;Claims Deadline&gt;&gt;</b> . |
| <b>Exclude Yourself by Opting Out of the Settlement Class</b> | Receive no benefit from the Settlement. This is the only option that allows you to keep your right to bring any other lawsuit against Francesca's relating to the Data Breach. | Mailed and postmarked on or before <b>&lt;&lt;Opt-Out Deadline&gt;&gt;</b> .  |

|  |  |  |
|--|--|--|
| <b>Object to the Settlement and/or Attend the Fairness Hearing</b> | You can write the Court about why you agree or disagree with the Settlement or the Attorneys' Fees, and Expenses and Service Awards. The Court cannot order a different settlement. You can also ask to speak at the Fairness Hearing on <<Fairness Hearing date>>, about the fairness of the Settlement, with or without your own attorney. | Mailed and postmarked on or before <<Objection Deadline>>. |
| <b>Do Nothing</b>  | You will not receive any Settlement benefit from this class action Settlement, but will remain a Settlement Class Member and be bound by the releases.   | N/A  |

- Your rights and options as a Settlement Class Member – **and the deadlines to exercise your rights** – are explained in this Notice.
- The Court will still have to decide whether to approve the Settlement. Settlement benefits will be made available only if the Court approves the Settlement and after any possible appeals are resolved.

### What This Notice Contains

|  |           |
|--|-----------|
| <b>Basic Information .....</b>                                   | <b>4</b>  |
| <b>Who is in the Settlement .....</b>                            | <b>4</b>  |
| <b>The Settlement benefits—What You Get if You Qualify .....</b> | <b>5</b>  |
| <b>How Do You Submit a Claim .....</b>                           | <b>7</b>  |
| <b>Excluding Yourself from the Settlement .....</b>              | <b>7</b>  |
| <b>Objecting to the Settlement .....</b>                         | <b>8</b>  |
| <b>The Lawyers Representing You .....</b>                        | <b>9</b>  |
| <b>The Court's Fairness Hearing .....</b>                        | <b>10</b> |

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

**If You Do Nothing ..... 10**

**Additional Information..... 11**

## BASIC INFORMATION

### 1. Why is there a Notice?

The Court authorized this Notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give Final Approval to the Settlement. This Notice explains the nature of the Action that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Judge [REDACTED] of the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois is overseeing this case captioned as *Doherty, et al. v. Francesca's Acquisitions, LLC*, Case No. 2025CH000025. The people who brought the lawsuit are called the Settlement Class Representatives. The company being sued, Francesca's Acquisition LLC, is called the Defendant or Francesca's.

### 2. What is the Action about?

The Action alleges that on or around January 31, 2023, Francesca's discovered a data breach through which an unauthorized third party accessed Francesca's network and files in its computer systems, with such access having taken place from January 12 through January 31, 2023, or Data Breach. Consequently, Plaintiffs', current and former employees', and customers' PII may have been accessed.

Francesca's deny any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that Francesca's have done anything wrong.

### 3. Why is this a class action?

In a class action, one or more people called "Settlement Class Representatives" or "Plaintiffs" sue on behalf of all people who have similar claims. Together, all of these people are called a "Settlement Class," and the individuals are called "Settlement Class Members." One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

### 4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Francesca's. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Settlement Class Members. The Settlement Class Representatives appointed to represent the Settlement Class, and the attorneys for the Settlement Class, Settlement Class Counsel, think the Settlement is best for all Settlement Class Members.

## WHO IS IN THE SETTLEMENT?

### 5. How do I know if I am part of the Settlement?

You are affected by the Settlement and potentially a Settlement Class Member if you are an individual residing in the United States whose PII was compromised in the Data Breach that is the subject of the Data Breach notice that Francesca's sent to the Settlement Class Representatives and others in substantially the same form on or after September 25, 2023.

The Settlement Class specifically excludes: (i) the Court, Court personnel, and members of their immediate families; (ii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity leading to the Data Breach or who pleads *nolo contendere* to any such charge; (iii) any Settlement Class Members that timely and validly exclude themselves from the Settlement and (iv) owners, officers, directors, agents and/or representatives of Francesca's and their parent entities, subsidiaries, affiliates, successors, and/or assigns, with the exception of employees and/or former employees whose PII was compromised in the Data Breach that is the subject of the Data Breach notice that Francesca's sent to the Settlement Class Representatives and others in substantially the same form on or after September 25, 2023.

#### 6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call (XXX) XXX-XXXX with questions. You may also write with questions to:

<Mailing Caption>  
c/o Kroll Settlement Administration LLC  
P.O. Box XXXX  
New York, NY 10150-XXXX

### THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

#### 7. What does the Settlement provide?

The Settlement provides the following Settlement benefits available to Settlement Class Members who submit valid Claims: (a) Compensation for Ordinary Losses, up to \$1,500 per Settlement Class Member, with supporting documentation; (b) reimbursement for up to five hours of lost time at a rate of \$25 per hour for time spent by the Settlement Class Member addressing the Data Breach, with such Claims being subject to the \$1,500 Ordinary Losses cap set forth herein; and (c) Compensation for Extraordinary Losses not to exceed \$5,000 per Settlement Class Member, with supporting documentation; or (d) Alternative Cash Payment for \$50, unless the Settlement Class Member resided in California at the time of the Data Breach, in which case the Settlement Class Member may elect to receive an Alternative Cash Payment of \$75; and regardless if you submit a Claim for the above Settlement benefits, (e) Credit Monitoring – Settlement Class Members will receive two (2) years of credit monitoring services through the Settlement Administrator at Francesca's expense. The Settlement Administrator will provide an activation code for these credit monitoring services with the Summary Notice. Settlement Class Members will not be required to complete a Claim Form to obtain this benefit, but rather, will merely need to enroll and activate the service using the activation code provided with the Class Notice.

#### 8. What Settlement benefits are available under the Settlement?

Settlement Class Members that submit a valid and timely Claim Form may select one or more of the following Settlement benefits:

- a. **Compensation for Ordinary Losses:** All Settlement Class Members who submit a valid, complete, and timely Claim Form may make a Claim for up to \$1,500 for each Settlement Class Member, upon submission supporting documentation, for the following losses:

- i. Out-of-pocket expenses incurred as a result of the Data Breach, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;
- ii. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased between January 12, 2023, and the Claims Deadline;
- iii. Up to five (5) hours of lost time, compensated at a rate of twenty-five dollars per hour \$25 for time spent responding to the Data Breach. Settlement Class Members may submit claims for up to five (5) hours of lost time with an attestation that they spent the claimed time responding to issues raised by the Data Breach.

**AND**

- b. ***Compensation for Extraordinary Losses:*** All Settlement Class Members up to \$5,000 for each Settlement Class Member for proven monetary loss, upon submission of a Claim and supporting documentation, if:
  - i. The loss is an actual, documented, and unreimbursed monetary loss;
  - ii. The loss was more likely than not caused by the Data Breach;
  - iii. The loss occurred between January 12, 2023, and the **Claims Deadline**;
  - iv. The loss is not already covered by one or more of the reimbursement categories for Ordinary Losses, described under the Ordinary Losses; and
  - v. The Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including, but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

**OR**

- c. ***Alternative Cash Payment:*** Instead of receiving compensation for Ordinary Losses and/or Extraordinary Losses, Settlement Class Members may elect to receive an Alternative Cash Payment of \$50, unless the Settlement Class Member resided in California at the time of the Data Breach, in which case the Settlement Class Member may elect to receive an Alternative Cash Payment of \$75.

**IN ADDITION TO THE BENEFITS ABOVE, YOU WILL RECEIVE THE FOLLOWING:**

- ❖ ***Credit Monitoring*** – Settlement Class Members may accept two (2) years of three bureau credit monitoring services. **You do not need to submit a Claim Form to receive this benefit.**

The Settlement Administrator will provide an activation code for these credit monitoring services with the Class Notice. Settlement Class Members will not be required to complete a Claim Form to obtain this benefit, but rather, will merely need to enroll and activate the service using the activation code provided with the Class Notice.



## HOW DO YOU SUBMIT A CLAIM?

### 9. How do I get a Settlement benefit?

To receive any of the monetary Settlement benefits, you must complete and submit a Claim Form online at [www.website.com](http://www.website.com) or by mail to [<Mailing Caption>](#), c/o Kroll Settlement Administration LLC, P.O. Box [XXXX](#), New York, NY 10150-[XXXX](#). Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation, and submit online by [<<Claims Deadline>>](#) or by mail postmarked by [<<Claims Deadline>>](#).

**TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR APPROVED CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT [WWW.WEBSITE.COM](http://WWW.WEBSITE.COM)**

### 10. When will I get my Settlement benefit?

The Court will hold a Fairness Hearing on [<<Date>>](#), at [<<Time>>](#) a.m. CT to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving them can take time. It also takes time for all of the Claim Forms to be processed. Please be patient. Settlement payments and Credit Monitoring will begin after the Settlement has obtained Court approval and the time for all appeals has expired.

### 11. What am I giving up as part of the Settlement?

Francesca's and any other Released Parties will receive a release from all claims that could have been or that were brought against Francesca's relating to the Data Breach. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Francesca's, and each of its present and former parents, subsidiaries, successors, assigns, insurers, and subrogees, and the present and former directors, officers, employees, agents, members, managers, attorneys, successors, assigns, insurers, and subrogees of each (collectively the "Released Parties"), and any other person acting on Francesca's' behalf, in its capacity as such and assigns of each of them as well as covered entities associated with the Data Breach. These releases are described in Section [X](#) of the Settlement Agreement, which is available at [www.website.com](http://www.website.com). If you have any questions, you can talk to the law firms listed in Question 17 for free or you can talk to your own lawyer.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of the Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as "opting out" of the Settlement Class.

### 12. If I exclude myself, can I get a Settlement benefit from this Settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the Settlement.

### 13. If I do not exclude myself, can I sue the Released Parties for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Francesca's and any other Released Parties for any claim that could have been or was brought relating to the Data Breach. You must exclude yourself from the Settlement to start your own lawsuit or to be part of any different lawsuit

Questions? Go to [www.website.com](http://www.website.com) or call [\(XXX\) XXX-XXXX](#)

relating to the claims in this case.

#### 14. How do I exclude myself from the Settlement?

To exclude yourself, send a Request for Exclusion or written notice of intent to opt-out that says you want to be excluded from the Settlement. The Request for Exclusion must include the individual's name and address; a statement clearly manifesting the individual's intent to be excluded from the Settlement Class; and the individual's signature.

Any Settlement Class Member who does not timely and validly exclude himself or herself shall be bound by the terms of the Settlement. You must mail your Request for Exclusion to the Settlement Administrator **postmarked by <<Opt-Out Deadline>>**, to:

**<Mailing Caption>**  
c/o Kroll Settlement Administration LLC  
P.O. Box **XXXX**  
New York, NY 10150-**XXXX**

#### OBJECTING TO THE SETTLEMENT

#### 15. How do I tell the Court that I do not like the Settlement?

You can tell the Court that you do not agree with the Settlement, Settlement Class Counsel's application for Attorneys' Fees and Expenses or some part of it by objecting to the Settlement. Any written objection to the Settlement must (i) be submitted to the Court by filing the written objection through the Court's filing system, by mailing the written objection to the Clerk of Court, or by filing the written objection in person at any location of the Court; (ii) be mailed to Settlement Class Counsel and Francesca's counsel, and (iii) be filed or postmarked by **no later than <<Objection Deadline>>**.

| Clerk of the Court  | Francesca's Counsel   | Settlement Class Counsel   |
|---|---|--|
| Office of the Circuit Court Clerk<br>505 N. County Farm Road<br>Wheaton, Illinois 60187 | Cipriani & Werner, P.C.<br>450 Sentry Parkway<br>Suite 200<br>Blue Bell, PA 19422 | Cafferty Clobes Meriwether &<br>Sprengel LLP<br>135 S. LaSalle Street. Suite 3210<br>Chicago, IL 60603<br><br>Siri & Glimstad LLP<br>745 Fifth Avenue, Ste 500<br>New York, NY 10151<br><br>Migliaccio & Rathod LLP<br>412 H Street NE<br>Washington, DC 20002 |

For an objection to be considered by the Court, the objection must include all of the following:

Questions? Go to [www.website.com](http://www.website.com) or call **(XXX) XXX-XXXX**

- a. the case name and number of the Action;
- b. the objector's full name, address, email address, and telephone number;
- c. proof that the objector is a member of the Settlement Class;
- d. an explanation of the basis upon which the objector claims to be a Settlement Class Member;
- e. all grounds for the objection, accompanied by any legal support for the objection;
- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement, the fee application, or the application for Service Award;
- g. the identity of all counsel representing the objector who will appear at the Fairness Hearing;
- h. any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between objector or objector's counsel and any other person or entity;
- i. a list of any persons who will be called to testify at the Fairness Hearing in support of the objection;
- j. a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and
- k. the objector's signature on the written objection (an attorney's signature is not sufficient).

#### **16. What is the difference between objecting and asking to be excluded?**

Objecting is telling the Court why you do not think the Settlement should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any benefit from the Settlement.

### **THE LAWYERS REPRESENTING YOU**

#### **17. Do I have a lawyer in this case?**

Yes. The Court appointed Cafferty Clobes Meriwether & Sprengel LLP, Siri & Glimstad LLP and Migliaccio & Rathod LLP as Settlement Class Counsel to represent the Settlement Class in Settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **18. How will the Settlement Class Counsel be paid?**

Settlement Class Counsel will make their application for Attorneys' Fees and Expenses no later than

fourteen (14) Days prior to the Objection Deadline of <<date>>. Settlement Class Counsel agree not to seek a combined award of Attorneys' Fees and Expenses in excess of \$350,000. Any payment made by Francesca's for Attorneys' Fees and Expenses will be made separate and apart from the funds available for payment to Settlement Class Members.

Settlement Class Counsel will ask the Court to approve a Service Award not to exceed \$2,000 for each Settlement Class Representative, intended to compensate them for their efforts in this Action and commitment on behalf of the Settlement Class. Any payment made by Francesca's for the Service Award will be made separate and apart from the funds available for payment to Settlement Class Members.

Any Attorneys' Fees and Expenses and Service Award payments must be approved by the Court. The Court may award less than the amounts requested.

### THE COURT'S FAIRNESS HEARING

#### 19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on <<Date>> at <<Time>> CT, at the <<Court Address>>, Room as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the application for Attorneys' Fees and Expenses. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Settlement Class Counsel recommends checking the Settlement Website [www.website.com](http://www.website.com), or calling (XXX) XXX-XXXX.

#### 20. Do I have to attend the hearing?

No. Settlement Class Counsel will present the Settlement Class to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 15, the Court will consider it.

#### 21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file an objection according to the instructions in Question 15, including all the information required. Your objection must be mailed to the Clerk of the Court, Settlement Class Counsel and Francesca's Counsel, at the mailing addresses listed above, **postmarked by no later than <<Objection Deadline>>**.

### IF YOU DO NOTHING

#### 22. What happens if I do nothing?

If you do nothing, you will not receive any Settlement benefits from this Settlement. If the

Settlement is granted Final Approval and becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Francesca's or the other Released Parties based on any claim that could have been or that was brought relating to the Data Breach.

#### **ADDITIONAL INFORMATION**

##### **23. How do I get more information?**

This Notice summarizes the Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at [www.website.com](http://www.website.com). You may also call the Settlement Administrator with questions or to receive a Claim Form at (XXX) XXX-XXXX.

##### **24. What if my contact information changes or I no longer live at my address?**

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below, calling toll-free (XXX) XXX-XXXX or at the Contact page of the Settlement Website:

<Mailing Caption>

c/o Kroll Settlement Administration LLC  
P.O. Box XXXX  
New York, NY 10150-XXXX

**PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR  
SETTLEMENT CLASS COUNSEL FOR INFORMATION ABOUT THE CLASS ACTION  
SETTLEMENT**

# **EXHIBIT C**

**<Mailing caption>**

c/o Kroll Settlement Administration LLC  
P.O. Box XXXX  
New York, NY 10150-XXXX

FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
CITY, ST  
PERMIT NO. XXXX

Electronic Service Requested

**LEGAL NOTICE**

**If You Are an Individual Residing in  
the United States Whose Personal  
Information Was Compromised in  
the Data Breach That is the Subject  
of the Data Breach Notice That  
Francesca's Sent to the Settlement  
Class Representatives and Others in  
Substantially the Same Form on or after  
September 25, 2023, You Are Eligible to  
Receive a Benefit from a Class Action  
Settlement**

**[www.WEBSITE.com](http://www.WEBSITE.com)**

<<Barcode>>

Class Member ID: <<Refnum>>

**Postal Service: Please do not mark barcode**

<<FirstName>> <<LastName>>

<<Company>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

A proposed Settlement has been reached in a class action lawsuit known as *Doherty, et al. v. Francesca's Acquisitions, LLC*, Case No. 2025CH000025, filed in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

**What is this Action about?** The Person who sued is called the Plaintiff or Settlement Class Representative and the company they sued, Francesca's Acquisition LLC ("Francesca's"), is known as the Defendant in this case. The Action alleges that on or around January 31, 2023, Francesca's discovered a data breach through which an unauthorized third party accessed Francesca's network and files in its computer systems, with such access having taken place from January 12 through January 31, 2023, or Data Breach. Consequently, Plaintiffs', current and former employees', and customers' PII may have been accessed. Francesca's denies any wrongdoing whatsoever.

**Who is a Settlement Class Member?** You are a Settlement Class Member if you are an individual residing in the United States whose PII was compromised in the Data Breach that is the subject of the Data Breach notice that Francesca's sent to the Settlement Class Representatives and others in substantially the same form on or after September 25, 2023.

**What does the Settlement provide?** The Settlement provides the following Settlement benefits available to Settlement Class Members who submit valid Claims: (a) Compensation for Ordinary Losses, up to \$1,500 per Settlement Class Member, with supporting documentation; (b) reimbursement for up to five hours of lost time at a rate of \$25 per hour for time spent by the Settlement Class Member addressing the Data Breach, with such Claims being subject to the \$1,500 Ordinary Losses cap set forth herein; and (c) Compensation for Extraordinary Losses not to exceed \$5,000 per Settlement Class Member, with supporting documentation; or (d) Alternative Cash Payment for \$50, unless the Settlement Class Member resided in California at the time of the Data Breach, in which case the Settlement Class Member may elect to receive an Alternative Cash Payment of \$75; and regardless if you submit a Claim for the above Settlement benefits, (e) Credit Monitoring – Settlement Class Members will receive two (2) years of credit monitoring services through the Settlement Administrator at Francesca's expense.

**How to make a Claim?** You must file a Claim Form by mail **postmarked by [DATE]**, and mailed to the Settlement Administrator's address below, or online at **[www.website.com](http://www.website.com)** by **[DATE]**, to receive compensation from the Settlement.

### **What are my other rights?**

- Do nothing: If you do nothing, you will not receive compensation and remain in the Settlement. You give up your rights to sue Francesca's or any other Released Parties related to the Data Breach.
- Exclude yourself: You can get out of the Settlement and keep your right to sue Francesca's related to the Data Breach, but you will not receive any compensation from the Settlement. You must submit a valid and timely Request for Exclusion to the Settlement Administrator by **[DATE]**.
- Object: You can stay in the Settlement but tell the Court why you think the Settlement or parts of it should not be approved. Your written objection must be submitted by **[DATE]**. You may also request to appear at the Fairness Hearing. Detailed instructions on how to file a Claim Form, exclude yourself, object, or appear at the hearing can be found on the Long Form Notice found on the Settlement Website available at **[www.website.com](http://www.website.com)**. The Court will hold the Fairness Hearing on **[DATE]** at **[TIME]** CT, to consider whether the proposed Settlement is fair, reasonable, and adequate, to consider Class Counsel's combined request for Attorneys' Fees and Expenses in excess of \$350,000, paid by Francesca's, plus a Service Award of \$2,000 to each of the Settlement Class Representatives, and to consider whether and if it should be approved. You may attend the hearing, but you don't have to.

**More information:** For more information, including a copy of the Settlement Agreement, Long Form Notice, Claim Form and other documents, or to change or update your contact information, visit the Settlement Website at **[www.website.com](http://www.website.com)**, or call toll-free (XXX) XXX-XXXX. You may also contact the Settlement Administrator at **<Mailing caption>**, c/o Kroll Settlement Administration LLC, P.O. Box **XXXX**, New York, NY 10150-**XXXX**.



Need More Information? Visit [www.website.com](http://www.website.com) or call toll-free (XXX) XXX-XXXX.

Postage  
Required

<**Mailing caption**>

c/o Kroll Settlement Administration LLC

P.O. Box XXXX

New York, NY 10150-XXXX

<<Barcode>>

Class Member ID: <<Refnum>>

### **Address Update**

If you have an address different from where this postcard was mailed to, please write your correct address and email below and return this portion to the address provided on the other side.

**\*\*THIS NOTICE IS NOT A CLAIM FORM\*\***

**DO NOT USE THIS POSTCARD TO FILE A CLAIM, AN EXCLUSION OR OBJECTION.**

Name: \_\_\_\_\_  
First Name M.I. Last Name

Street Address: \_\_\_\_\_

Street Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_ @ \_\_\_\_\_

# **EXHIBIT D**

**IN CIRCUIT COURT FOR THE EIGHTEENTH JUDICIAL CIRCUIT  
COURT OF THE STATE OF ILLINOIS  
DUPAGE COUNTY**

TAYLOR DOHERTY, ALESSANDRA  
JIMENEZ, KAYLA STEWART, ELLIE  
BLEY, and WENDY NOLASCO,  
individually, and on behalf of all others  
similarly situated,

Plaintiffs,

v.

FRANCESCA'S ACQUISITION, LLC,

Defendant.

Case No. 2025CH000025

THIS MATTER coming before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant Francesca's Acquisition, LLC.<sup>1</sup> The Settlement Agreement with accompanying exhibits is attached as **Exhibit A** to the Counsel Declaration in Support of the Motion.

In January of 2023, Defendant experienced a Data Breach in which criminals gained access to its network and computer systems. On February 14, 2025, Plaintiffs filed a class action complaint against Defendant. The Complaint asserts several causes of action, all of which allegedly arise from the Data Breach.

According to the Complaint, Defendant failed to properly secure personal identifiable information, which resulted in the exposure of Plaintiffs' and other individuals' personal

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement.

information. The information allegedly exposed included, depending on the individual, full names, Social Security numbers, Driver's License numbers, State Identification Card numbers, financial account information, credit/debit card numbers, passport numbers, U.S. alien numbers, dates of birth, medical treatment information, health information, and website usernames and passwords. Defendant denies any wrongdoing.

Plaintiffs and Defendant, through their counsel, have entered into a Settlement following good faith, arm's-length negotiations and mediation with well-respected data breach mediator, Bennett G. Picker, Esq. The Parties have agreed to settle this Action, pursuant to the terms of the Settlement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the Settlement which, if approved, will result in the dismissal of the Action with prejudice.

Having reviewed the Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs' Motion for Preliminary Approval is granted as set forth herein.

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to 735 ILCS 5/2-801, *et seq.*, the Court provisionally certifies a Settlement Class in, this matter defined as follows:

**All individuals residing in the United States whose Personal Information was compromised in the Data Breach that is the subject of the Data Breach notice that Francesca's sent to the Settlement Class Representatives and others in substantially the same form on or after September 25, 2023.**

The Settlement Class specifically excludes: (i) the Court, Court personnel, and members of their immediate families; (ii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity leading to the Data Breach or who pleads *nolo contendere* to any such charge; and (iii) owners, officers,

directors, agents and/or representatives of Francesca's and their parent entities, subsidiaries, affiliates, successors, and/or assigns, with the exception of employees and/or former employees whose Personal Information was compromised in the Data Breach that is the subject of the Data Breach notice that Francesca's sent to the Settlement Class Representatives and others in substantially the same form on or after September 25, 2023.

The Court provisionally finds, for settlement purposes only, that, pursuant to 735 ILCS 5/2-801: (a) the Settlement Class is so numerous that joinder of all Settlement Class members would be impracticable; (b) there are issues of law and fact common to the Settlement Class and those question predominate over any questions affecting only individual members; (c) Plaintiffs and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as Plaintiffs have no interest antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; and (d) a class action and class settlement is an appropriate method for a fair and efficient resolution of this controversy.

2. **Class Representatives and Settlement Class Counsel**: Taylor Doherty, Alessandra Jimenez, Kayla Stewart, Ellie Bley, and Wendy Nolasco are hereby provisionally designated and appointed as Class Representatives. The Court provisionally finds that the Settlement Class Representatives are similarly situated to absent Settlement Class members and therefore will be adequate Class Representatives.

The Court also finds the following counsel are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel the law firms of Cafferty Clobes Meriwether & Sprengel LLP, Siri & Glimstad LLP and Migliaccio & Rathod LLP.

3. **Preliminary Settlement Approval:** Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, and adequate to warrant providing Notice of the Settlement to the Settlement Class and accordingly is preliminarily approved.

4. **Jurisdiction:** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this Court as a substantial portion of the acts and transactions complained of occurred in DuPage County, and Defendant conducts substantial business throughout DuPage County.

5. **Final Approval Hearing:** A Final Approval Hearing shall be held on \_\_\_\_\_, 2025, at \_\_\_\_\_ a.m./p.m. in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, or remotely if so set by the Court, to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to 735 ILCS 5/2-801, *et seq.*; (b) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to 735 ILCS 5/2-801, *et seq.*; (c) the action should be dismissed with prejudice pursuant to the terms of the Settlement; (d) Settlement Class Members should be bound by the releases set forth in the Agreement; and (e) the Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards should be granted. Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards shall be filed with the Court 45 days before the initial Final Approval Hearing. No later than 15 days before the initial Final Approval Hearing, the Parties shall file responses, if any, to any objections, and any replies in support of Final Approval of the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards.

6. **Administration:** The Court appoints Kroll Settlement Administration LLC as the Settlement Administrator, with responsibility for class Notice and claims administration and to



fulfill the duties of the Settlement Administrator set forth in the Settlement. All costs and expenses associated with providing notice to the Settlement Class including, but not limited to, the Settlement Administrator's fees, as well as the costs associated with administration of the Settlement, shall be paid by Defendant.

7. **Notice to the Class:** The proposed Notice Program set forth in the Agreement, and the Postcard Notice, Long Form Notice, and the Claim Form attached to the Agreement as Exhibits 1, 2, and 3 satisfy the requirements of 735 ILCS 5/2-801, *et. seq.*, provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these exhibits may be made without further order from the Court. The Settlement Administrator is directed to carry out the Notice Program in conformance with the Agreement.

By 45 days following Preliminary Approval, the Settlement Administrator shall complete the Notice Program in the manner set forth in the Agreement.

8. **Findings and Conclusions Concerning Notice:** The Court finds that the form content, and method of giving notice to the Settlement Class as described in the Settlement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class members of the pendency of the action; the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object or opt-out from the proposed Settlement and other rights under the terms of the Settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class members and other persons entitled to receive notice. As such, the Court concludes that the Notice Program meets all applicable requirements of law and the Due Process Clause(s) of the Illinois and United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class members.

9. **Exclusion from Class**: Each Settlement Class member wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest an intent to be excluded from the Settlement Class, as set forth in the Agreement. To be effective, written notice must be postmarked no later than 60 days after the commencement of Notice.

The Settlement Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all who have timely and validly opt-ed out of the Settlement Class, which Settlement Class Counsel will file with the Court no later than 7 days after the Opt-Out Deadline.

Any Settlement Class member who does not timely and validly opt-out of Settlement shall be bound by the terms of the Settlement. If a Final Approval Order and Final Judgment is entered, any Settlement Class Member who has not submitted a timely, valid notice to opt-out of the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final Approval Order and Final Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Persons relating to the claims and transactions released in the Settlement. All Settlement Class members who submit valid and timely notices to opt-out of the Settlement shall not be entitled to receive any benefits of the Settlement.

10. **Objections and Appearances**: A Settlement Class Member who complies with the requirements of this paragraph may object to the Settlement or the Application for Attorneys' Fees, Costs, and Service Awards.

Each Settlement Class Member desiring to object shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as

a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three years. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court and contain the case name and docket number, no later than 60 days after the commencement of Notice and served concurrently therewith on Settlement Class Counsel and counsel for Defendant: Cipriani & Werner, P.C. 450 Sentry Parkway, Suite 200, Blue Bell, PA 19422.

Any Settlement Class Member who fails to comply with the requirements for objecting in the Agreement shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement and shall be bound by all the terms of the Agreement and by all proceedings, orders and judgments in the Litigation.

Any Settlement Class Member, including a Settlement Class Member who files and serves a written objection, as described above, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of the Settlement or the Application for Attorneys' Fees, Costs, and Service Awards. If the objecting Settlement Class Member intends to appear at the Final

Approval Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing. If the objecting Settlement Class Member intends to request the Court for permission to call witnesses at the Final Approval Hearing, the objecting Settlement Class Member must provide a list of any such witnesses together with a brief summary of each witness's expected testimony by the Objection Deadline.

If a Final Approval Order and Final Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement or Application for Attorneys' Fees, Costs, and Service Awards.

11. **Claims Process and Distribution and Allocation Plan:** Settlement Class Counsel and Defendant have created a process for assessing and determining the validity and value of Claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for remuneration described in the Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement, should the Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If the Final Approval Order and Final Judgment are entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the

provisions in the Settlement, the Release included in that Settlement, and the Final Approval Order and Final Judgment.

12.     **Termination of Settlement:** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement. In such event, the Agreement shall become null and void and be of no further force and effect, and neither the Agreement nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13.     **Use of Order:** This Order shall be of no force or effect if Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Plaintiffs or any other Settlement Class member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

14.     **Stay of Proceedings.** Except as necessary to effectuate this Preliminary Approval Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order and Final Judgment, or until further order of this Court.

15.     **Continuance of Hearing:** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement

Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator.

16. **Summary of Deadlines:** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Agreement and this Order include but are not limited to:

**Notice Deadline:** \_\_\_\_\_, 2025 (45 days following Preliminary Approval).

**Motion for Final Approval and Application for Attorney's Fees, Costs, and Service Awards:** \_\_\_\_\_, 2025 (45 days before the Final Approval Hearing)

**Opt-Out Deadline:** \_\_\_\_\_, 2025 (60 days following commencement of Notice)

**Objection Deadline:** \_\_\_\_\_, 2025 (60 days following commencement of Notice)

**Replies in Support of Final Approval, Service Awards and Fee Requests:** \_\_\_\_\_, 2025 (15 days before the Final Approval Hearing)

**Claim Form Deadline:** \_\_\_\_\_, 2025 (90 days following commencement of Notice)

**Final Approval Hearing:** \_\_\_\_\_, 2025 (approximately 135 days after Preliminary Approval).

**IT IS SO ORDERED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

/s/

Honorable \_\_\_\_\_